

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY JUN 29 1979 - 9 30 AM

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

214-651-6736

INTERSTATE COMMERCE COMMISSION

WILLIAM A. THIE
GENERAL COUNSEL
JOE C. CRAWFORD
GENERAL SOLICITOR

ARTHUR M. ALBIN
GENERAL ATTORNEY
MICHAEL E. ROPER
COMMERCE COUNSEL

June 26, 1979

IN REPLY REFER TO: 410,043-46

9-180A012

Date JUN 29 1979

Fee \$ 10.00

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Amendment to Security Agreement, dated May 1, 1979, between The State National Bank of Denison (Secured Party) and Donland Development Company (Debtor), covering the financing of the construction and assembly of 100 100-ton open top hopper cars; Recordation No. 10405, June 1, 1979.

Dear Mr. Homme:

Pursuant to the provisions of Section 11303 of the Interstate Commerce Commission Act and the Rules and Regulations approved and proscribed by the Interstate Commerce Commission pursuant thereto, there are submitted for filing and recording five (5) copies of a First Amendment To Security Agreement, dated June 22, 1979, amending that certain Security Agreement, dated May 1, 1979, between Donland Development Company (Debtor) and The State National Bank of Denison (Secured Party) designated therein as "Bank". The address of Donland Development Company is 701 Commerce Street, Dallas, Texas 75202, and the address of The State National Bank of Denison is Box 339, Denison, Texas 75020. The aforesaid Amendment amends the Security Agreement by deleting from the terms and provisions thereof all reference to hopper cars bearing Debtor's marks MKT 10900 through 10949, both inclusive, and by deleting all references to "one hundred (100)" car bodies and substituting in lieu thereof the number "fifty (50)"; and further amended by deleting that portion of the materials described in Exhibit B to the Security Agreement that are now a part of the cars bearing recording marks and numbers MKT 10900 through 10949, both inclusive. Said Security Agreement shall remain in full force and effect as to open top hopper cars, and materials and accessions, which are to bear Railroad's marks and numbers MKT 10950 through 10999, both inclusive.

Please return to me the file marked copies of the Amendment for distribution to the parties.

I am enclosing Cashier's Check in the amount of ten dollars (\$10.00) to cover the prescribed fee for recording this instrument.

Yours very truly,

W. A. Thie
W. A. Thie

FREE OPERATION BR.
I.C.C.

JUN 29 9 46 AM '79

RECEIVED

WAT:ro
Enclsoures
cc: J. T. Suggs
Jack Berry

6/29/79

Interstate Commerce Commission
Washington, D.C. 20423

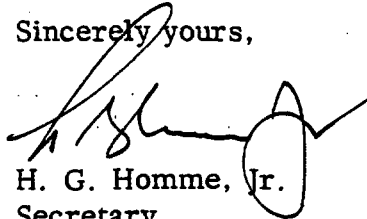
OFFICE OF THE SECRETARY

Mr. W. A. Thie
Missouri-Kansas-Texas Railroad Company
701 Commerce Street
Dallas, Texas 75202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/29/79 at 9:30 am , and assigned re-cordation number(s). 10405-A

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

RECORDATION NO. 10405-A
Filed 1425

JUN 29 1979-9 30 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO SECURITY AGREEMENT

4/22/79

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT TO THAT CERTAIN SECURITY AGREEMENT dated May 1, 1979, between DONLAND DEVELOPMENT COMPANY (hereinafter called "Debtor") and THE STATE NATIONAL BANK (hereinafter called the "Bank");

W I T N E S S E T H that:

WHEREAS, Donland Development Company entered into and executed a Security Agreement with The State National Bank, dated May 1, 1979, whereby Debtor granted a security interest to Bank in one hundred (100) 3430 cu. ft. 100-ton welded designed open top hopper car bodies and accessions thereto, and certain materials set forth and described in Exhibit B to the Security Agreement; and

WHEREAS, said Security Agreement was filed of record with the Interstate Commerce Commission on June 1, 1979, and assigned Recordation No. 10405; and

WHEREAS, said Security Agreement was granted in order to insure payment by Debtor of all indebtedness incurred by Debtor pursuant to a Loan Agreement and First Note of even date; and

WHEREAS, Debtor has tendered full and final repayment of all principal and interest incurred by it under said First Note and has requested that said security interest of Bank be released; and

WHEREAS, Bank is agreeable to releasing its security interest in and to fifty (50) of the aforesaid car bodies and hopper cars, together with that portion of the materials which are now part of the cars which cars bear Debtor's marks and numbers MKT 10900 through 10949, both inclusive;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

I.

Said Security Agreement dated June 1, 1979, between Donland Development Company, Debtor, and Bank, as Secured Party, is hereby amended by deleting reference to "one hundred (100) 3430 cu. ft. 100-ton welded designed triple open top hopper car bodies" and in lieu thereof shall be substituted "fifty (50) 3430 cu. ft. 100-ton welded designed triple open top hopper car bodies . . ."

II.

It is further agreed between the parties that said Security Agreement is further amended by deleting any and all other references to "one hundred (100)" and substituting in lieu thereof the number "fifty (50)".

III.

It is further agreed between the parties that said Security Agreement is further amended by deleting that portion of the materials described in Exhibit B to the Security Agreement that are now a part of the cars bearing recording marks and numbers MKT 10900 through 10949, both inclusive.

IV.

Bank does hereby acknowledge full and final payment of all indebtedness incurred by Debtor under the provisions of the aforesaid Security Agreement, the Loan Agreement, and the First Note, all being dated May 1, 1979, and Bank does hereby release and discharge, and by these presents does release and discharge, fifty (50) 3430 cu. ft. 100-ton welded designed open top hopper cars bearing Debtor's marks and numbers MKT 10900 through 10949, both inclusive, and the component parts thereof, of and from any and all liens, claims, security interests and encumbrances of any kind.

V.

Said Security Agreement and Loan Agreement shall remain in full force and effect, however, to cover any indebtedness incurred by Debtor under a Second Note arising in connection with the manufacture of the second fifty (50) 100-ton open top hopper cars which are to bear Railroad's recording marks and numbers 10950 through 10999, both inclusive.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 22nd day of June, 1979.

DONLAND DEVELOPMENT COMPANY

By William A. Fine
Vice President

ATTEST:

[Signature]
Assistant Secretary

THE STATE NATIONAL BANK

By Jack L. Berry
Chairman of the Board

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 21st day of June, 1979, before me personally appeared
William A. Thie, to me personally known, who, being by me duly sworn,
says that he is Vice President of Donland Development Company, that one of the
seals affixed to the foregoing instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and he acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.

Teresa Ladner
Notary Public in and for Dallas County,
Texas

My Commission expires Nov. 30, 1980

STATE OF TEXAS)
) ss.
COUNTY OF GRAYSON)

BEFORE ME, the undersigned, a Notary Public in and for said County and State,
on this day personally appeared Jack G. Berry, Chairman of the Board,
known to me to be the person and officer whose name is subscribed to the foregoing
instrument and acknowledged to me that the same was the act of the said THE STATE
NATIONAL BANK, a national banking corporation, and that he executed the same as
the act of said corporation for the purposes and consideration therein expressed,
and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of June, 1979.

Jane Ayres JANE AYRES, Notary Public
Notary Public in and for Grayson
County, Texas

My Commission expires 6-30-80